

STATE OF KENTUCKY
TELECOMMUNICATIONS TARIFF
OF BAK COMMUNICATIONS, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Telecommunications service by BAK Communications, LLC ("BAK"), with principal offices at 444 S. Flower Street Suite 4188 Los Angeles, CA 90071. This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business. **OCT 22 2003**

Issue Date: September 1, 2003

Effective Date: **OCT 22 2003** 5.011

Issued by: Anthony Manzilla, Director for CLEC Operations

BY Anthony Manzilla
EXECUTIVE DIRECTOR

Check Page

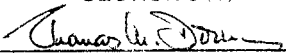
Pages 1 through 20 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

Table of Contents

Title Page	1
Check Page	2
Table of Contents	3
Tariff Format	4
Symbols	5
Section 1 – Technical Terms and Abbreviations	6
Section 2 – Rules and Regulations	7
2.1 Undertaking of the Company	7
2.2 Use of Services	8
2.3 Liability of the Company	9
2.4 Responsibilities of the Customer	10
2.5 Cancellation or Interruption of Service	11
2.6 Credit Allowance	12
2.7 Advance Payments	13
2.8 Taxes and Surcharges	13
2.9 Billing	14
Section 3 – Description of Service	15
3.1 Computation of Charges	15
3.2 Customer Complaints and/or Billing Disputes	16
3.3 Level of Service	16
3.4 Service Offerings/Rates	17
3.5 Notices	19
3.6 Payment Methods	19
3.7 Cancellation of Service by a Customer	20

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY Charles L. Dorn
EXECUTIVE DIRECTOR

Tariff Format

- A. Page Numbering: Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 11 and 12 would be page 11.1.
- B. Page Revision Numbers: Revision Numbers also appear in the upper right corner of each page where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th revised page 13 cancels 3rd revised page 13. Consult the check page for the pages currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.
- 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Pages: When a tariff filing is made with the commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check page to find out if a particular page is the most current on Commission file.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 607 KAR 5-011
SECTION 9(1)

BY 
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

Symbols

The following are the only symbols used for the purposes indicated below:

- (C) to signify a change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (M) to signify material moved from another tariff location
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5.01:
SECTION 9 (1)

BY Charles H. Brown
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003
Issued by: Anthony Manzilla, Director for CLEC Operations

Effective Date: October 22, 2003

Section 1 – Technical Terms and Abbreviations

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a customer's location to BAK location or switching carrier.

Authorization Code – A numerical code, one or more of which may be assigned to a customer, to enable BAK to identify the origin of the customer so it may rate and bill the call. Automatic Number Identification (ANI) is used as this authorization wherever possible.

Commission – Used throughout this tariff to mean the Kentucky Public Service Commission

Customer – The person, firm, corporation or other legal entity, which orders the services of BAK or purchases a BAK prepaid calling card and/or originates calls and is responsible for the payment of charges and for compliance with the company's tariff regulations.

Company or BAK – This term is used throughout this tariff to mean BAK Communications LLC, a California corporation.

Holiday – New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Prepaid Account – An inventory of Telecom Units purchased in advance by the customer and associated with one and only one phone line through which service is provided.

Postpaid Account – An inventory of Telecom Units used by the customer and billed for at the end of every month.

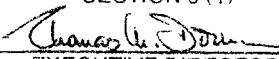
Telecom Unit – A measurement of telecommunications service equivalent to one minute of usage between customer and another point within the State of Kentucky, or outside of it.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability necessary for the transmission and reception of customer telecommunications traffic.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

Section 2 – Rules and Regulations

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resold telecommunications services provided by BAK for telecommunications between points within the State of Kentucky. Any reference to resold long distance services, whether they are intrastate or interstate as part of the service plans offered by BAK is services to be facilitated through underlying carriers Qwest or Global Crossing. Resold services are furnished subject to availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in Commission's rules. The company offers service to all those who desire to purchase service from the company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the company, which fully identifies the customer, the services requested and other information requested by the company through a call center, which is accessible through a toll-free number. The service application shall not obligate the company to provide services or to continue service if in the opinion of the company the customer is contrary to the best interest of the company. If service is denied, any prepayments if applicable shall be refunded in full immediately.

The company may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer to allow the connection of a customers location to a service provided by the company. The customer shall be responsible for all charges due for such service arrangement. The company does not own any switching, transmission or other physical facilities in Kentucky.

2.1.1 The rates and regulations contained in this tariff apply only to the resold services furnished by BAK and do not apply unless otherwise specified to the lines, facilities or services provided by a local exchange telephone company or other common carriers for use in accessing the services of BAK.

2.1.2 The Company reserves the right to discontinue furnishing services necessitated by conditions beyond its control including alteration or repricing of the underlying carriers tariffed offering, or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.1.3 The company is to provide telephone service only to residential customers. No commercial or business lines are to be provided until further notice.

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

Issue Date: September 1, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

Effective Date: October 22, 2003

2.2 Use of Services

- 2.2.1 BAK' services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2
- 2.2.2 The use of BAK services to make calls which might reasonable be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of BAK services without payment for the service or attempting to avoid payment for the service by fraudulent means or devices, schemes, false or invalid information is prohibited.
- 2.2.4 BAK services are available for use 24 hours per day, 7 days per week.
- 2.2.5 BAK services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.6 The customer is responsible for notifying the company immediately of any unauthorized use of service.
- 2.2.7 The customer is responsible for notifying the company immediately of any change of customer address where service should be provided.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5.011
SECTION 9(1)

BY Changli R. Gou
EXECUTIVE DIRECTOR

2.3 Liability of the Company

- 2.3.1 The company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff if caused by the underlying carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the company's control.
- 2.3.2 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the company.
- 2.3.3 The Company's liability for damages resulting in whole or in part from arising in connection with the furnishing of services under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff. No other liability in any event shall attach to the company.
- 2.3.4 The company will not be held liable for service interruptions caused by the customers' facilities, equipment or systems.
- 2.3.5 The company shall not be held liable for any errors in transmitting, receiving or delivering oral messages by telephone over the lines of the company and connecting utilities.
- 2.3.6 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, implied or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

2.4 Responsibilities of the Customer

- 2.4.1 The customer is responsible for placing any necessary orders and complying with tariff regulations. The customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The customer is responsible for arranging access to its premises at times mutually agreeable to BAK and the customer when required for BAK personnel to install, repair, maintain, program, inspect or remove equipment or wall jacks associated with the provision of BAK services.
- 2.4.3 The customer must pay for the loss through theft of any BAK equipment (if any) installed at customer premises.
- 2.4.4 The customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

BY Charles L. Brown
EXECUTIVE DIRECTOR

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days (defined as any day on which the company's business office is open and the US mail is delivered) written notice to the customer, BAK may immediately discontinue service to a customer or may withhold the provision of ordered services for the following reasons:

For nonpayment of any sum due BAK for more than fifteen (15) days after issuance of the bill for the amount due.

For violation of any of the provisions of this tariff.

For violation of any rule, regulation, policy of any governing authority having jurisdiction over BAK services, or

By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting BAK from furnishing its services.

- 2.5.2 The Company shall reserve the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience. When the Company is repairing or changing its facilities where applicable, it shall take appropriate precautions to avoid unnecessary interruptions or conversations or Customers' service.

- 2.5.3 For standard month-to-month postpaid service, the customer may terminate service upon thirty (30) days written notice for the company's standard month-to-month contract. Customer will be liable for all usage on any of the company's service offerings until the customer actually leaves the service.

- 2.5.4 Any interruptions in service that are not due to company repairs or testing shall not be deemed interruptions in service until customer informs company of any such interruption.

OCT 22 2003

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

Issue Date: September 1, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

Effective Date: October 22, 2003
EXECUTIVE DIRECTOR

2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the customer to notify the company of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or is not in wiring or equipment, if any, furnished by the customer and connected to the company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the company or in the event that the company is entitled to a credit for the failure of the facilities of the company's underlying carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the customer notifies the company of the interruption of service and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 No credit shall be allowed for interruptions of service during any period when the customer has released service to the company for maintenance purposes or for implementation of a customer order for a change in service arrangements.
- 2.6.8 Customer shall be credited for an interruption of two hours or more at the rate of $1/720^{\text{th}}$ of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

$$\text{Credit} = A/720 \times B$$

Where "A" = outage time in hours

"B" = monthly charge for affected customer

Issue Date: September 1, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

Effective Date: October 22, 2003

PUBLIC SERVICE COMMISSION
COMMONWEALTH OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY *Charles H. Brown*
EXECUTIVE DIRECTOR

2.7 Advance Payments

BAK reserves the right to collect an advance payment from customers in an amount not to exceed one (1) month's estimated charges as an advance payment for prepaid plans. This will be applied against the next month's charges. For new customers, the first month of prepayment will also include a non-recurring activation charge.

BAK does not require any customer deposits for any of the services it provides.

2.8 Taxes and Surcharges

- 2.8.1 All federal, state and local assessments, surcharges or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are included within a 20% tax which shall be deducted from prepaid services and added to postpaid services for services provided.
- 2.8.2 A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.
- 2.8.3 A fee of \$20.00 will be charged whenever a check presented for payment for service is not accepted by the institution for which it is written.
- 2.8.4 In the event that company is required to initiate legal proceedings to collect any amounts due to the company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a customer, or for the enforcement of any other provisions of this tariff or applicable law, customer shall, in addition to all amounts due, be liable to company for all reasonable costs incurred by company in such proceedings and enforcement actions, including reasonable attorney's fees, collection agency fees for payments, and court costs. In any such proceeding, the amount of collection costs, including attorney's fees, due to the company will be determined by the court.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5-011
SECTION 9 (1)

BY Charles L. Dorn
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

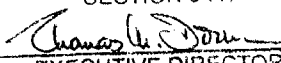
2.9 Billing

- 2.9.1 Service is provided and billed on a 30-day billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.9.2 All bills shall be presumed accurate, and shall be binding on a customer unless objection is received by the company in writing fifteen (15) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the company in writing within such 15 day period.
- 2.9.3 In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These surcharges, taxes, and fees are calculated based upon the amount billed to the end user by dominant LEC s for standard billed service, and are added onto the Company's bill. Such charges include, but are not limited to, the surcharges and fees ordered by the PSC.
- 2.9.4 Each of the company's bills for telephone service shall contain information regarding the following:
- 2.9.4.A when to pay the bill
 - 2.9.4.B billing detail including service period
 - 2.9.4.C how to pay the bill
 - 2.9.4.D hotline for billing questions
 - 2.9.5.E the following statement:

"This bill is due and payable within 14 days of the date it was issued; non-payment for service will be constituted as a cancellation of service from BAK Communications, and your service will be subject to disconnection. Should you question this bill, please request an explanation from the Company. The Company's address is 444 S. Flower Street, Suite 4188 Los Angeles, CA 90071.

"If you believe you have been billed incorrectly you may file a complaint with the PSC. To avoid having service disconnected, payment arrangements should be made agreeable to the Company pending the outcome of the Commissioner of Consumer Affairs branch review, communicate the results of its review to the parties, and inform you of your recourse to pursue the matter further with the Commission"

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

Section 3 – Description of Service

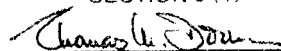
3.1 Computation of Charges

- 3.1.1 Where service plans include a fixed amount of long distance minutes to be provided through BAK underlying carrier, timing for all calls begin when the called station is answered and two-way communication is possible, as determined by standard industry methods generally in use for ascertaining an answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the underlying carrier. Timing for each call ends when either party hangs up. BAK will not bill for incomplete calls.
- 3.1.2 Three (3) directory assistance - 411 calls are provided free of charge every month, and every other directory assistance call made after shall be billed on a per-call basis.
- 3.1.3 Additional features not included in service plans are charged on a monthly basis.
- 3.1.4 Access to emergency services (9-1-1) shall be maintained free of charge and shall be maintained for a customer for fifteen (15) days even if service has been terminated for a customer due to lack of payment.
- 3.1.5 State of Kentucky Surcharges to be applied to all of the service plans listed in 3.4 are:
 - 3.1.5.A KY TRS/TDD Surcharge of \$0.10 per line per month
 - 3.1.5.B KY Lifeline support charge of \$0.05 per line per month

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the company at:

444 S. Flower St. Suite 4188
Los Angeles, CA 90071
(888) 326-8683

Any objection to billing charges should be reported promptly to BAK. Adjustments to customer's bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be inappropriate. Where overbilling of a subscriber occurs, due either to company or subscriber error, no liability exists which will require the company to pay interest, dividend or other compensation on the amount overbilled.

If notice of a dispute as to charges is not received in writing by the company within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the customer.

3.3 Level of Service

A customer can expect end to end network availability of not less than 99% at all times for all services.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

3.4 Service Offerings / Rates

3.4.1 BAK Basic Plan Prepay: \$39.19 Postpay: \$31.35

Unlimited local calling for a 12-mile radius
3 free directory assistance calls

3.4.2 BAK Standard Plan Prepay: \$43.69 Postpay: \$34.95

Unlimited local calling for a 12-mile radius
3 free directory assistance calls
9 features

3.4.3 BAK Family Plan Prepay: \$52.94 Postpay: \$42.35

Unlimited local calling for a 12-mile radius
3 free directory assistance calls
3 features
Unlimited long distance calling (domestic US only)

3.4.4 BAK Hispanic Plan Prepay: \$43.08 Postpay: \$34.46

Unlimited local calling for a 12-mile radius
3 free directory assistance calls
3 features
60 minutes long distance to South or Central America

3.4.5 Inside Wiring

In the case of a faulty jack within the Customers' residence, the Company is to offer an inside wiring service to be charged at \$ 50.00 per premise visit.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY Charles L. Dorn
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

3.4.6 Additional Long Distance \$20.00

This service provides unlimited long distance calling for 30 days within the United States. The rate is the same whether customer is prepaid or postpaid.

3.4.7 Features

Features cost the same whether customer is prepaid or postpaid. Available features are:

Call Return	\$2.50
Repeat Dialing (every 45 seconds)	\$2.50
Incoming Caller ID display	\$2.50
Anonymous call rejection	\$2.50
Blocking of outbound caller's ID	\$2.50
Call Waiting	\$2.50
Call Waiting ID	\$2.50
Speed Calling	\$2.50
Call Screening	\$2.50
Priority Ringing	\$2.50
Call Forwarding	\$2.50
3-Way Calling	\$10.00

3.4.8 Activation Charge

For customers transferring from another telephone carrier, there is no activation charge. For customers wishing to start new service, the activation charge is \$30.00 and is a one-time cost for the first month of each line purchased.

3.4.9 Directory Assistance

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Directory Assistance is billed on a per-call basis at \$0.75 per call. OCT 22 2003

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY Anthony Manzilla
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

3.4.10 900 and 976 Calls

The Company will block access to 900 and 976 pay-per-call services.

3.5 Notices

Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person or when deposited with the US Postal Service, with appropriate postage, and addressed to the Customers' billing address or to such address as may be subsequently given by the Customer to the Company.

Except for cancellation of service or as otherwise provided for by these rules, any notice from any Customer to the Company is done orally, or by written notice mailed to the Company's business address.

3.6 Payment Methods

There are several accepted methods for paying customer bills:

3.6.1 Cash

Customers may go to any Western Union / Money Gram agent and pay their bill there.

3.6.2 Checks / Money Orders

Checks and Money Orders may be mailed to the company at:

444 S. Flower St. Suite 4188
Los Angeles, CA 90071

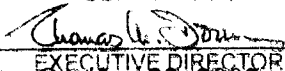
3.6.3 Credit Cards / Electronic Checks

Credit cards and electronic checks may be processed over the telephone by calling the customer service hotline at: (888) 326-8683.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

IN PURSUANCE TO 807 KAR 5.011
SECTION 9 (1)

BY 
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations

3.7 Cancellation of Service by a Customer

A Customer is responsible for notifying the Company either in writing or orally of his/her desire to discontinue service on or before the date of discontinuance. Pro rated credits for service discontinued within a paid billing period shall be granted by the Company.

If a new Customer cancels his order for service before the service begins, the one-time service activation fee will not be refunded to cover non-recoverable portions of expenditures incurred by the company for ordering and provisioning such services.

The Company reserves the right to refuse or discontinue service without advance notice if the acts of the customer are such as to indicate intention to defraud the Company. This includes fraudulently placing and receiving calls, and/or ordering service under different names for the same address once service has been terminated.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 22 2003

PURSUANT TO 807 KAR 5.011
SECTION 9 (1)

BY Charles L. Brown
EXECUTIVE DIRECTOR

Issue Date: September 1, 2003

Effective Date: October 22, 2003

Issued by: Anthony Manzilla, Director for CLEC Operations